

**JOINT POWERS AGREEMENT
FOR THE SIGNALIZATION OF COUNTY STATE AID HIGHWAY/COUNTY ROAD 17
AT 131ST AVENUE NE
IN THE CITY OF BLAINE, MN
(002-617-029)**

THIS AGREEMENT is made by the parties on the last date executed below, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Blaine, 10801 Town Square Dr NE, Blaine, MN 55449, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the parties to this agreement agree it is in the best interest of the traveling public to construct a new traffic control signal system at the intersection of CSAH 17 (Lexington Ave) and 131st Avenue NE, hereinafter referred to as "Project" and,

WHEREAS, the City has prepared design plans for the construction of the traffic signal at the intersection of CSAH 17 and 131st Ave NE in accordance with Anoka County and the Minnesota Department of Transportation standards to a staff approved layout condition; and,

WHEREAS, Anoka County has jurisdiction over CSAH 17 and,

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the state to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing a NB CSAH 17 right turn lane and a new traffic control signal system at the intersection of CSAH 17 and 131st Ave NE; as described in the design plans. The County project number for the construction is SAP 002-617-029 and the City project number is CP 23-11. Said engineering plans are filed in the office of the Anoka County Highway Department and incorporated herein by reference.

The parties to this Joint Powers Agreement (JPA) agree in principle that construction of the new traffic control signal system of County State Aid Project No. 002-617-029 at 131st Ave NE is in the best interest of the traveling public.

It is agreed that the final construction plans have been reviewed and accepted by the parties.

II. METHOD

The City shall cause the construction of Anoka County Project SAP 002-617-029, City project number CP 23-11.

INTERSECTION IMPROVEMENTS:

As agreed by the parties, improvements to the following intersections have been incorporated into the design plans:

CSAH 17 / 131st Ave NE: Construction of a new traffic control signal system, construction of a NB right turn lane on CSAH 17, installation of conduit and single-mode fiber cable for connection to the County owned fiber/ATMS network, bituminous trail modifications, and pedestrian curb ramp construction.

RIGHT OF WAY:

No additional ROW acquisition is expected along CSAH 17.

TRAFFIC SIGNALS:

The parties agree that a new traffic control signal system will be constructed at the intersection of CSAH 17 and 131st Avenue NE with this project.

The following items will be furnished by the County to the City, subject to reimbursement as addressed herein, for inclusion in the Project:

1. One (1) traffic signal cabinet complete with an actuated controller unit, all required signal control equipment, eight (8) sets of anchor rods, nuts and washers, and one (1) 4-section rubber gasket set for mounting the new traffic signal cabinet.
2. Four (4) one-way EVP detectors, four (4) one-way LED EVP confirmation lights, and one (1) EVP controller cabinet phase selector card.

TRAFFIC CONTROL:

The parties understand and agree that CSAH 17 will not be closed to thru traffic during construction and access for local traffic will be maintained during construction. The parties agree and understand the cost for traffic control shall be the responsibility of the City.

UTILITIES:

The City will be responsible for coordinating the relocation of any utilities within the project area.

PERMITS:

The parties agree that the City will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Coon Creek Watershed District as well as any other permits that may be required. The County also requests that the City inform the County of any ordinances or city regulations that affect construction at the time of the signing of this JPA (e.g. setbacks, tree clearing ordinances, or any other city ordinances).

III. COSTS

Except as otherwise provided herein, construction and engineering costs for the Project are the sole responsibility of the City.

The estimated cost of the materials furnished by the County to the City described in Part II (Traffic Signals) is \$30,000. Actual costs will be determined once the County furnished cabinet is constructed and fully operational. An updated cost estimate shall be provided to the City at the time of billing. These costs shall be reimbursed to the County by the City.

IV. TERM / TERMINATION

This Agreement shall become effective immediately upon execution and will remain in effect until the Project and all restoration activities are completed, *with exception* of the ownership and maintenance provisions within this Agreement which shall continue indefinitely.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and shall be made upon request by either party. Prior to city payment to the County, Anoka County shall provide the City a copy of all invoices and cost documentation to assist the City in their application for funding/reimbursement as necessary.

VIII. SIGNALIZATION POWER

The City shall at their sole expense, install and cause the installation of an adequate electrical power source to the service cabinet for the previously mentioned CSAH 17/131st Ave NE traffic control signal system including any necessary extension of power lines. The City shall be the lead agency in this matter. Upon completion of said traffic control signal installations, the ongoing cost of the electrical power to the signals shall be the sole cost and expense of the City.

IX. MAINTENANCE

- A. The County will be responsible for the maintenance of the crosswalk pavement markings for the crossings at the signalized intersection.
- B. Maintenance of the completed traffic control signal and signal equipment at the intersection of CSAH 17 and 131st Avenue NE shall be performed by the County on a 100% reimbursable basis with the City billed quarterly for 100% of all incurred costs.
- C. The County shall maintain the said traffic signal controllers, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals on a 100% reimbursable basis with the City billed quarterly for 100% of all incurred costs.

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- D. Maintenance of the galvanized coating on the traffic signal system poles and mast arms shall be the sole obligation of the City. Any variation of painting color standards will be billed to the City.
- E. Timing of the completed traffic control signal shall be determined by the County.
- F. Only the County shall have access to the controller cabinets.
- G. The traffic control signals shall be the property of the County.
- H. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.
- I. All maintenance of the EVP System shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.
- J. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.011, Subdivision 3, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis.
- K. Malfunctions of the EVP System shall be immediately reported to the County.
- L. All timing of said EVP System shall be determined by the County.
- M. In the event said EVP System or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

X. NOTICE

For purposes of delivery of any notices herein, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue, Anoka, Minnesota 55303, on behalf of the County, and to the City Administrator of Blaine, 10801 Town Square Dr NE, Blaine, MN 55449, on behalf of the City.

XI. INDEMNIFICATION

The City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject

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matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

XIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

DocuSigned by:
By: Rhonda Sivarajah 10/12/2023
27D3CB62C23646E...
Rhonda Sivarajah
County Administrator

CITY OF BLAINE

By: Tim Sanders
Tim Sanders
Mayor



Dated: April 3, 2023

By: Michelle Wolfe
Michelle Wolfe
City Manager

Dated: April 3, 2023

RECOMMENDED FOR APPROVAL:

DocuSigned by:
By: Joe MacPherson 10/12/2023
A93442ADA7B14FB...
Joseph J. MacPherson, P.E.
Transportation Division Manager

By: Dan Schluender
Dan Schluender
City Engineer

Dated: 4.3.23

APPROVED AS TO FORM AND EXECUTION:

DocuSigned by:
By: Christine Carney 10/12/2023
DB9E1503EA48453...
Christine V. Carney
Assistant County Attorney

By: _____
Chris Nelson
City Attorney

Dated: _____



City of Blaine

Signature Copy

Resolution: R-60-2023

Resolution to Approve Joint Powers Agreement No. C0009564 with Anoka County for Signalization Improvements at 131st Avenue and CSAH 17 (Lexington Avenue)

WHEREAS, the County of Anoka and the City of Blaine desire to jointly construct the signalization of the intersection at 131st Avenue and County State Aid Highway 17 (Lexington Avenue) in accordance with Anoka County and the Minnesota Department of Transportation standards for the benefit of the traveling public; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes the County of Anoka to enter into an Agreement with the City of Blaine to provide for the construction of a signal system at 131st Avenue and County State Aid Highway 17 (Lexington Avenue) for the joint exercise of powers common to each; and

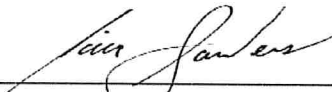
WHEREAS, said Agreement details the responsibilities of the County of Anoka and the City of Blaine as to the costs associated with the construction and related activities of the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Blaine as follows:

1. Joint Powers Agreement No. C0009564 between the County of Anoka and the City of Blaine with regard to the construction of a signal system at the intersection of 131st Avenue and County State Aid Highway 17 (Lexington Avenue) is hereby approved.
2. The Mayor and City Manager are hereby authorized and directed to execute said agreement.

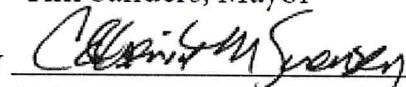
PASSED by the City Council of the City of Blaine this 3rd day of April, 2023.

Signed by


Tim Sanders, Mayor

Date April 3, 2023

Attest by


Catherine Sorenson, CMC, City Clerk

Date April 3, 2023

